

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

ACT OF SERVITUDE

BE IT KNOWN, that on this _____ day of _____, in the year two thousand and fifteen (2015).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

NELSON G. SOMOCIERRA, a person of the full age of majority, domiciled and residing in the Parish of St. Charles, State of Louisiana, whose mailing address is 204 Stanton Hall Drive, Destrehan, Louisiana, 70047, who declares that he has been married but once to FILIPINAS CAJES SOMOCIERRA with whom he is presently living and residing, and;

FILIPINAS CAJES SOMOCIERRA, a person of the full age of majority, domiciled and residing in the Parish of St. Charles, State of Louisiana, whose mailing address is 204 Stanton Hall Drive, Destrehan, Louisiana, 70047, who declares that she has been married but once to NELSON GELLANGARIN SOMOCIERRA with whom she is presently living and residing

Herein after referred to as "**GRANTOR**"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by **V. J. ST. PIERRE, JR.**, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. _____ adopted by St. Charles Parish Council on the ____ day of _____, 2015, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "**GRANTEE**"

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a drainage servitude, easement, and right-of-way unto **GRANTEE** for the purposes of locating, constructing, installing, operating, maintaining, repairing, and/or replacing drainage improvements on, through, around, under, and/or over the following described property situated in St. Charles Parish, reserving, however, to the **GRANTOR**, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines, said property being more particularly described as follows:

LEGAL DESCRIPTION

A certain tract of land situated in the parish of St. Charles, State of Louisiana, on the East Bank of the Mississippi River, being the rear portion of Lot 3A (shaded area) depicted on the survey plan of Lucien C. Gassen, P.L.S., dated May 21, 2014, Square J, Ormond Country Club Estates, Section 12 and being more particularly described as follows:

From the intersection of the northerly right of way line of Stanton Hall Drive and the common line between Lots 2A and 3A, proceed N24°08'36"W a distance of 176.23 feet, thence N67°36'00"W a distance of 16.04 feet to the **POINT OF BEGINNING**, thence S89°45'25"W a distance of 44.65 feet, thence S59°11'02"W a distance of 15.93 feet thence N25°18'42"W a distance of 44.51 feet, thence S67°36'00"E a distance of 83.68 feet to the **POINT OF BEGINNING**

The above described tract contains 1,072.22 square feet or 0.0246 acres, more or less, and being a portion of the same property conveyed to Filipina Cajés Somocierra wife of/and Nelson Gellangarin Somocierra, from J.A.M.B. Building and Development Corporation by Act of Cash Sale dated June 8, 2005 and recorded in COB 652, Folio 590, Entry No. 308640 on June 14, 2005 in the official records of St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said **GRANTEE**, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of THREE THOUSAND FOUR HUNDRED EIGHTY SEVEN AND NO/100 (\$3,487.00) DOLLARS, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledge the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto **GRANTEE** the right of ingress and egress to and from said servitude for the purpose of locating, constructing, installing, operating, maintaining, repairing, and/or replacing drainage improvements. **GRANTOR** retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all damages, which **GRANTOR** may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this drainage servitude.

THUS done, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

GRANTOR:

NELSON G. SOMOCIERRA

FILIPINA CAJES SOMOCIERRA

WITNESSES:

GRANTEE:
PARISH OF ST. CHARLES

BY: V. J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

NOTARY PUBLIC
DAVID S. MOYER
NO. 28166